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*Suzanne Henderson*

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## NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

2222 Producers 88 (4-89) — Paid-Up  
With 640 Acres Pooling Provision

## PAID-UP OIL AND GAS LEASE (No Surface Use)

THIS LEASE AGREEMENT is made this 22nd day of August, 2008, by and between Ethel Wishnow as trustee of the Sam & Ethel Wishnow Family Trust, whose address is 16130 Ventura Blvd, Suite 320 Encino California 91436-2503, Lessor, and FOUR SEVENS ENERGY CO., LLC whose address is 201 Main Street, Suite 1455, Fort Worth, Texas 76102, as Lessee. All printed portions of this lease was prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

### SEE EXHIBIT "A".

in the County of Tarrant, State of TEXAS, containing 1.859 acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 2 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be 26% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be 26% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in at Lessor's address above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of

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Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

17. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease, this lease has not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional 1 year by paying or tendering to Lessor, \$23,500.00 by the net mineral acres subject to this lease as to which Lessee desires to extend this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is 3 years.

18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.  
DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

19. EXHIBIT "B"

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Printed Name: Ethel Wishnow, Trustee of the Sam & Ethel Wishnow Family Trust

Signature: Ethel Wishnow, Trustee.  
Ethel Wishnow, Trustee

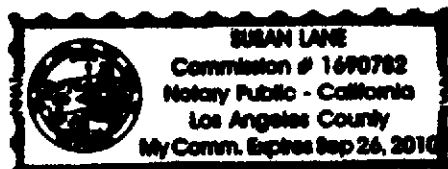
#### ACKNOWLEDGMENT

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

This instrument was acknowledged before me on the 12 day of Sept, 2008, by Ethel Wishnow, Trustee of the Sam & Ethel Wishnow Family Trust  
In her capacity as trustee on behalf of said trust.

Smalle  
Notary Public,

Notary's commission expires: 09/26/2010



## **EXHIBIT "A"**

### **TRACT 1**

DESCRIPTION of a 1.373 acre tract of land being located in the Nathan Proctor Survey, Abstract No. 1230, and in the John F. Heath Survey, Abstract No. 641; said tract of land also being located in the City of Fort Worth, Tarrant County, Texas; said tract being a portion of a tract of land as described in Deed to Oakmont Land Investor, a Texas Joint Venture, as recorded in Volume 11494, Page 1023, Deed Records, Tarrant County, Texas; said tract also being a portion of Lot 2, Block B of the River Hills Addition, Phase II, as recorded in Volume 388-195, Page 19, Plat Records, Tarrant County, Texas; said tract also being all of Lot 2RA, Block B, River Hills Addition, Phase II, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 2821, Plat Records, Tarrant County, Texas; said 1.373 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with "Pacheco Koch" cap set for corner; said point being located in the Northwesternly right-of-way line of Bryant Irvin Road (a variable width right-of-way at this point, 60 feet to centerline); said point also being located at the Southwesterly corner of the intersection of said Bryant Irvin Road and Oakmont Boulevard (a variable width right-of-way at this point); said point being a point on a curve to the right whose center bears North 54 degrees, 12 minutes, 52 seconds West, a distance of 1140.81 feet from said point;

THENCE, in a Southwesterly direction, along the Northwesternly right-of-way line of said Bryant Irvin Road and along said curve to the right, through a central angle of 10 degrees, 09 minutes, 37 seconds, an arc distance of 202.03 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 62 degrees, 43 minutes, 56 seconds West, leaving the Northwesternly right-of-way line of said Bryant Irvin Road, a distance of 245.55 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 27 degrees, 16 minutes, 04 seconds East, a distance of 130.60 feet to an 1/2-inch rod with "Pacheco Koch" cap set for corner;

THENCE, North 33 degrees, 57 minutes, 09 seconds East, a distance of 93.45 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point being located in the Southerly right-of-way line of said Oakmont Boulevard (a variable width right-of-way at this point); said point also being on a curve to the left, whose center bears North 32 degrees, 25 minutes, 10 seconds East, a distance of 1010.00 feet from said point;

**EXHIBIT "A" (cont.)**

THENCE, in a Southeasterly direction, along the Southerly right-of-way line of said Oakmont Boulevard and along said curve to the left, through a central angle of 05 degrees, 09 minutes, 06 seconds, an arc distance of 90.81 feet to a 1/2-inch iron rod found for corner;

THENCE, South 62 degrees, 43 minutes, 56 seconds East, along the Southerly right-of-way line of said Oakmont Boulevard, a distance of 171.70 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for corner; said point being the beginning of a curve to the right, whose center bears South 27 degrees, 16 minutes, 04 seconds West, a distance of 20.00 feet from said point;

THENCE, continuing along the Southerly right-of-way of said Oakmont Boulevard and along said curve to the right, through a central angle of 98 degrees, 31 minutes, 04 seconds, an arc distance of 34.39 feet to the POINT OF BEGINNING;

CONTAINING 59,797 square feet or 1.373 acres of land, more or less.

**TRACT 2** (15 foot slope easement)

Easement Estate created by that certain Easement Agreement between CNL Retail Joint Venture, a Florida general partnership and Oakmont Land Investors, a Texas Joint Venture, dated April 29, 1996, filed for record on April 30, 1996 and recorded in Volume 12347, page 2249, Real Property Records, Tarrant County, Texas; and being described as follows:

Description of a 0.104 acre tract of land being located in the Nathan Proctor Survey, Abstract No. 1230; said tract of land also being located in the City of Forth Worth, Tarrant County, Texas; said tract being a portion of a tract of land as described in deed to Oakmont Land Investors, a Texas Joint Venture, as recorded in Volume 11494, Page 1023, Deed Records, Tarrant County, Texas; said tract also being a portion of Lot 2, Block B of the River Hills Addition, Phase II, as recorded in Volume 388-195, Page 19, Plat Records, Tarrant County, Texas; said 0.104 acre tract being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with "Pacheco Koch" cap set for corner; said point being located in the northwesterly right-of-way line of Bryant Irvin Road (a variable width right-of-way at this point); said point also being the southeast corner of Lot 2RA, Block B, River Hills Addition Phase II, an addition to the City of Forth Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 2821, Plat Records, Tarrant County, Texas; said point being a point on a curve to the right whose center bears North 44 degrees, 03 minutes, 15 seconds West, a distance of 1140.81 feet from said point;

**EXHIBIT "A" (cont.)**

THENCE in a southwesterly direction, along the northwesterly right-of-way line of said Bryant Irvin Road and along said curve to the right, through a central angel of 00 degrees,47 minutes, 50 seconds, an arc distance of 15.87 feet to a point for corner;

THENCE North 62 degrees, 43 minutes, 56 seconds West, leaving the northwesterly right-of-way line of said Bryant Irvin Road, a distance of 255.36 feet to a point for corner;

THENCE North 27 degrees, 16 minutes, 04 seconds East, a distance of 59.00 feet to a point for corner;

THENCE South 62 degrees, 43 minutes, 56 seconds East, a distance of 15.00 feet to a point for corner; said point being located in the westerly line of said Lot 2RA, Block B;

THENCE South 27 degrees, 16 minutes, 04 seconds West, a distance of 44.00 feet to a 1/2 inch iron rod with "Pacheco Koch" cap set for corner; said point being the southwest corner of said Lot 2RA, Block B;

THENCE South 62 degrees, 43 minutes, 56 seconds East, a distance of 245.55 feet to the Point of Beginning.

**TRACT 3:** (mutual access easement to Oakmont Boulevard)

Easement Estate created by that certain Easement Agreement between CNL Retail Joint Venture, a Florida general partnership and Oakmont Land Investors, a Texas Joint Venture, dated April 29, 1996, filed for record on April 30, 1996 and recorded in Volume 12347, Page 2249, Real Property Records, Tarrant County, Texas; and being described as follows:

Description, of a 0.111 acre tract of land being located in the Nathan Proctor Survey, Abstract No. 1230; said tract of land also being located in the City of Fort Worth, Tarrant County, Texas; said tract being a portion of a tract of land as described in deed book 1023, Deed Records, Tarrant County, Texas; said tract also being a portion of Lot 19, Plat Records, Tarrant County, Texas; said 0.111 acre tract being more particularly described as follows:

COMMENCING, at a 1/2 inch iron rod with "Pacheco Koch" cap set for corner, said point being located in the southerly right-of-way line of Oakmont Boulevard ( a variable width right-of-way at this point); said point being the northwest corner of Lot 2RA, Block B, River Hills Addition Phase II, an addition to the City of Forth Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 2821, Plat Records, Tarrant County, Texas;

**EXHIBIT "A" (cont.)**

THENCE South 33 Degrees, 57 minutes 09 seconds West, along the west line of said Lot 2RA, Block B, a distance of 28.86 feet to the Point of Beginning;

THENCE South 33 degrees, 57 minutes, 09 seconds West, continuing along the west line of said Lot 2RA, Block B, a distance of 27.98 feet to a point for corner; said point being the beginning of a nontangent curve to the left whose center bears South 70 degrees, 44 minutes, 30 seconds West, a distance of 20.00 feet from said point;

THENCE in a northwesterly direction, leaving the west line of said Lot 2RA, Block B and along said curve to the left, through a central angle of 36 degrees, 47 minutes, 21 seconds, an arc distance of 12.84 feet to a point for corner;

THENCE North 56 degrees, 02 minutes, 51 seconds West, a distance of 125.64 feet to a point for corner; said point being the beginning of a curve to the right whose center bears North 33 degrees, 57 minutes, 09 seconds East, a distance of 40.00 feet from said point;

THENCE in a northerly direction along said curve to the right through a central angle of 92 degrees, 10 minutes, 15 seconds an arc distance of 64.35 feet to a point of reverse curvature; said point being the beginning of a curve to the left whose center bears North 53 degrees, 52 minutes, 36 seconds West, a distance of 20.00 feet from said point;

THENCE in a northerly direction, along said curve to the left through a central angle of 32 degrees, 55 minutes, 31 seconds, an arc distance of 11.49 feet to a point for corner; said point being located in the southerly right-of-way of said Oakmont Boulevard (a variable width right-of-way at this point);

THENCE South 56 degrees, 02 minutes, 51 seconds East, along the southerly right-of-way line of said Oakmont Boulevard, a distance of 35.64 feet to a point for corner; said point being the beginning of a nontangent curve to the left whose center bears South 25 degrees, 02 minutes, 56 seconds East, a distance of 20.00 feet from said point;

THENCE in a southwesterly direction, leaving the southerly right-of-way line of said Oakmont Boulevard and along said curve to the left through a central angle of 30 degrees, 59 minutes, 55 seconds, an arc distance of 10.82 feet to a point for corner;

THENCE South 33 degrees, 57 minutes, 09 seconds West, a distance of 3.20 feet to a point for corner; said point being the beginning of a curve to the left whose center bears South 56 degrees, 02 minutes, 51 seconds East, a distance of 15.00 feet from said point;

**EXHIBIT "A" (cont.)**

THENCE in a southerly direction, along said curve to the left through a central angle of 90 degrees, 00 minutes, 00 seconds, an arc distance of 23.56 feet to a point for corner;

THENCE South 56 degrees, 02 minutes, 51 seconds East, a distance of 132.60 feet to the Point of Beginning; containing 4,857 square feet or 0.111 acres of land, more or less.

**TRACT 4:** (mutual access easement to Bryant Irvin Road)

Easement Estate created by that certain Easement Agreement between CNL Retail Joint Venture, a Florida general partnership and Oakmont Land Investors, a Texas Joint Venture, dated April 29, 1996, filed for record on April 30, 1996 and recorded in Volume 12347, page 2249, Real Property Records, Tarrant County, Texas; and being described as follows:

Description of a 0.093 acre tract of land being located in the Nathan Proctor Survey, Abstract No. 1230; said tract of land also being located in the City of Forth Worth, Tarrant County, Texas; said tract being a portion of a tract of land as described in deed to Oakmont Land Investors, a Texas Joint Venture, as recorded in Volume 11494, Page 1023, Deed Records, Tarrant County, Texas; said tract also being a portion of Lot 2 Block B of the River Hills Addition, Phase II, as recorded in Volume 388-195, Page 19, Plat Records, Tarrant County, Texas; said 0.093 acre tract being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with "Pacheco Koch" cap set for corner; said point being located in the northwesterly right-of-way line of Bryant Irvin Road (a variable width Right-of-way at this point); said point also being the southeast corner of Lot 2RA, Block B, River Hills Addition Phase II, an addition to the City of Forth Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 2821, Plat Records, Tarrant County, Texas;

THENCE North 62 degrees, 43 minutes, 56 seconds West, leaving the northwesterly right-of-way of said Bryant Irvin Road, a distance of 32.41 feet to the Point of Beginning;

THENCE South 49 degrees, 19 minutes, 37 seconds West, leaving the south line of said Lot 2 RA, Block B, a distance of 97.30 feet to a point for corner; said point being the beginning of a curve to the left whose center bears South 40 degrees, 44 minutes, 19 seconds East, a distance of 20.00 feet from said point;

THENCE in a southeasterly direction, along said curve to the left through a central angel of 90 degrees, 00 minutes, 00 seconds, an arc distance of 31.42 feet to a point for corner;

**EXHIBIT "A" (cont.)**

THENCE South 40 degrees, 44 minutes, 19 seconds East, a distance of 1.24 feet to a point for corner; said point being the beginning of a curve to the left whose center bears North 49 degrees, 15 minutes, 41 seconds East, distance of 20.00 feet from said point;

THENCE in a southeasterly direction along said curve to the left through a central angle of 27 degrees, 22 minutes, 04 seconds, an arc distance of 9.55 feet to a point for corner, said point being located in the northwesterly right-of-way line of said Bryant Irvin Road; said point being a point on a nontangent curve to the left whose center bears North 37 degrees, 39 minutes, 45 seconds West, a distance of 1140.81 feet from said point;

THENCE in a southwesterly direction along the said northwesterly right-of-way line of said Bryant Irvin Road and along the said curve to the right through a central angle of 01 degrees, 48 minutes, 40 seconds, an arc distance of 36.06 feet to a point for corner; said point being the beginning of a nontangent curve to the left whose center bears South 84 degrees, 51 minutes, 18 seconds West, a distance of 20.00 feet from said point;

THENCE in a northwesterly direction, leaving the northwesterly right-of-way line of said Bryant Irvin Road and along said curve to the left, through a central angle of 35 degrees, 52, minutes, 03 seconds, an arc distance of 12.52 feet to a point of reverse curvature; said point being the beginning of a curve to the right whose center bears North 48 degrees, 59 minutes, 16 seconds East, a distance of 40.00 feet from said point;

THENCE in a northerly direction, along said curve to the right through a central angle of 90 degrees, 16 minutes, 25 seconds, an arc distance of 63.02 feet to a point for corner;

THENCE North 49 degrees, 15 minutes, 41 seconds East, a distance of 97.56 feet to a point for corner; said point being located in the south line of said Lot 2RA, Block B;

THENCE South 62 degrees, 43 minutes, 56 seconds East, along the south line of said Lot 2RA, Block B, a distance of 26.00 feet to the Point of Beginning.



## EXHIBIT "B"

Attached to and made a part of that certain Paid-Up Oil and Gas Lease (No Surface Use) dated the 22<sup>nd</sup> day of August, 2008, by ETHEL WISHNOW, AS TRUSTEE OF THE SAM & ETHEL WISHNOW FAMILY TRUST, Lessor and between FOUR SEVENS ENERGY CO., L.L.C., as Lessee.

20. Royalty: It is agreed and understood that Lessor's royalty interest will never be charged with any part of Lessee's direct cost of producing, storing, separating, dehydrating, compressing, transporting (excluding common carrier tariffs if the sales price is a market value price at a delivery point significantly removed from the wellhead.) It is agreed between the Lessor and Lessee, that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

21. No Warranties: Lessor makes no warranty of any kind with respect to title to the land. By acceptance of this lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself that Lessor is the owner of fee simple title to the land, and Lessee Assumes all risk of title failures.

22. Oil and Gas Only from Producing Formations: Notwithstanding any other provision of this lease, this lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquefiable hydrocarbons and products of every kind or character derived therefrom and produced therewith from the well bore, including sulphur), and that all minerals other than oil and gas are excepted from this lease and reserved by Lessor. Solid minerals, such as iron, coal, sand, gravel, clay, uranium and sulphur (apart from sulphur produced through the well bore) are excluded from this lease.

At the expiration of the primary term or any extension this lease shall terminate as to all depths and formations 100 below the stratigraphic equivalent of the deepest producing formation.

23. Shut-in Royalty: It is expressly agreed and understood that after the expiration of the primary term of the lease, the right to maintain the lease by payment of shut-in royalty is limited to two (2) consecutive years after the shut-in and a cumulative four (4) years within any eight (8) year period.

24. Pooling: Notwithstanding the provisions of Paragraph 6 of the lease, if Lessee shall pool the leased premises, all (and not just part) of the land covered by this lease shall be included in a pooled unit.

25. Indemnity: Lessee, at its sole cost and expense, agrees to defend, indemnify, and hold Lessor harmless from and against any and all actions, claims, demands, causes of action, damages (including, but not limited to, remedial actions), fines, administrative and judicial proceedings, judgments, orders, enforceable actions, expenses and costs of any kind or character, including (but not limited to) reasonable

attorney fees, arising out of or in any way connected with Lessee's operations on the leased premises or on the land with which the leased premises are pooled or unitized.

26. Addendum Provisions Govern: The foregoing Addendum and the provisions of the Addendum shall supersede and govern the provisions of the lease, wherever those provisions are in conflict with the Addendum. This lease, including the Addendum, shall inure to the benefit of, and be binding upon the parties hereto and other respective heirs, representatives, successors and assigns.